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SOME ASPECTS OF THE STRUGGLE
FOR AGRICULTURAL FARM LABOR CONTRACTS
IN THE SALINAS VALLEY LETTUCE INDUSTRY,
1970-1972

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Monterey, California



THESIS

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by

Jerome Aloysius Peschka, Jr.

Thesis Advisor:

J.W. Creighton

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Some Aspects of the Struggle for Agricultural Labor Contracts
in the Salinas Valley Lettuce Industry, 1970-1972

by

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from the

NAVAL POSTGRADUATE SCHOOL

ABSTRACT

In 1970 three lettuce growers rescinded their recently signed labor contracts with the Teamsters and negotiated contracts with the United Farm Workers Union. Two years later, at contract renewal time, negotiations resulted in the renewal of only one contract.

The reasons for each firm's signing in 1970 as well as for their courses of action in 1972 are presented. A brief description of the evolution of the United Farm Workers Union, as well as the position of agricultural labor relative to the National Labor Relations Act is presented in order to better understand the reasons for the controversy in the Salinas Valley.

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Because of the almost total lack of printed information on the lettuce controversy in the Salinas Valley, it is the people of the Valley who have enabled me to write this thesis. Thus, those people in agriculture, labor, the clergy, and the every day citizens who took time to explain their points of view are to be commended for their willingness to help me in my endeavor.

A special note of thanks is due to Rev. Michael L. Cross, former Assistant Pastor, Sacred Heart Church in Salinas. Father Cross spent many long hours in an effort to ensure that I understood the problem from several points of view. He encouraged my attempt to remain objective, as well as provided enthusiastic support for my research.

Finally, Professor J. W. Creighton is to be thanked for the numerous hours spent listening to my myriad of ideas, changing plans, and revised approaches to the subject. His most important asset was his willingness to allow me to go my own direction. He was diligent in ensuring that I used proper research techniques, and yet, at the same time, he permitted me to develop my topic alone, without infusion of his own biases or prejudices.

Without the assistance of all of these people, this thesis could not have been written.

INTRODUCTION

By the time this thesis is printed, I will have been rooting around and researching for one year. In June of 1972 I entered into a project to "find out about" Cesar Chavez and the Salinas Valley lettuce industry. At that time I had no background whatsoever, except those impressions formed as a result of reading East Coast newspapers. My leanings were slightly pro-Chavez, as I felt, from the news, that he was embarked on a social-religious effort on behalf of Mexican-Americans; and, therefore was, by definition, a "good guy." This feeling was further reinforced by his endorsement by the Roman Catholic Church, an organization of which I am a practicing member. I did not have any knowledge of Cesar Chavez's adversaries, other than they were the ones who were oppressing the people Chavez was attempting to protect. I had no knowledge of labor law, no knowledge of unions and their activities, and I knew nothing of the conditions endured by growers and shippers. As a result of this background, I entered my research project with the intent of remaining objective, unbiased, thorough, and honest. I believe these goals to have been met.

In addition to reading as many newspapers, periodicals, handbills, books and case studies as feasible, I have attempted to interview as many people in the Salinas Valley

as were willing to talk to me. This was necessary because there is a dearth of printed matter concerning the Salinas Valley lettuce struggles. Much has been written of the United Farm Workers Organizing Committee (now United Farm Workers Union, AFL-CIO) efforts in their lengthy grape dispute. Although this information provided excellent background and insight, it did not concern lettuce, the area of my interest. Thus, I found it necessary and desirable to talk with the principals involved.

Herein lies one of the most frustrating aspects of my efforts. I have found the Teamsters, the small farmer, the shipper, the agri-business corporate head, and the clergy more than willing to talk. My interview difficulties have been centered about the UFW. After striving for three months, I finally wrangled an interview with Mr. Jerry Kaye, UFW hiring hall director in Salinas. Prior to that I had repeatedly made appointments with Richard Chavez, Mr. Kaye's predecessor, only to find his continued absence resulted in my journeys from Monterey to Salinas being wasted. I have also attempted, to no avail, to obtain an interview with both Messrs. Jerry Cohen and Cesar Chavez. I can understand Chavez's reluctance in that I am likely not the only student desirous of an interview. Moreover, I do not have national stature, either by virtue of political influence, financial wealth or access to the national news media.

I take the time to point this out, for in my opening I expressed an intent to remain unbiased, and I further stated that I felt that I had done so. To be sure, I have a much better defined personal opinion than I had a year ago. However, due to my inability to examine the position of the United Farm Workers Union with adequate thoroughness, my personal opinion will not be the subject of this thesis. Instead, I have reviewed the vast amount of information resulting from my efforts and channeled my topic towards one aspect.

During the course of my research I found it interesting that five growers, Freshpict (Purex), Brown and Hill, D'Arrigo Brothers, Inter Harvest (United Brands), and Pic 'N Pac (S.S. Pierce) eventually signed contracts with the United Farm Workers Organizing Committee, while about 170 other growers signed with the Teamsters Union. Even more interesting was the fact that two years later, when it was time to renegotiate contracts, only one of the original five renewed its contract with UFW. The reasons for this phenomenon will be explored.

Much of the following information will be old hat to my friends in Salinas. However, it is the people like my friends in Monterey that I am interested in reaching and informing. Thus, immediately following this introduction will be found a simple, succinct, layman's guide to pertinent aspects of the National Labor Relations Act. Part II will

briefly present the birth of the United Farm Workers Union and some of its early history. This part will be followed by a chronological presentation of events involving the lettuce industry from July 1970 to early 1973. Finally, Part IV will summarize interviews with representatives of D'Arrigo Brothers, Freshpict Foods, Inc., and Inter Harvest, three major agricultural firms in the Valley. The themes of these interviews are to determine, as best possible, the reasons for each firm's decisions involving labor contracts with the United Farm Workers Union in both 1970 and 1972. (Although both Brown and Hill Tomato and Pic 'N Pac [now Dave Walsh, Co.] signed with Chavez in 1970 and have refused to deal with UFW now, I will not address these firms because their primary crops are tomatoes and strawberries, respectively. My research, and therefore my thesis, is centered about the lettuce controversy.)

At this writing the tempo of operations of both the United Farm Workers Union and the Teamsters has quickened to a near frenzy. Like two dogs struggling over a bone, the two unions are embattled in an attempt to be the representative of farm labor.

In July of 1970, Cesar Chavez and UFWOC had finally fought the California grape industry into submission. With this victory in hand, he intended to move on to new crops, to expand, to organize, and to eventually represent farm labor in its entirety. As a result of Teamster efforts to organize the Valley, Chavez turned his attention to the

lettuce industry. Now, almost three years later, not only is the Salinas Valley not "his", but as the 1970 grape contracts have expired, the grape growers have fled to, and signed with, the Teamsters. Here in the Salinas Valley only Inter Harvest has renewed its labor contract with the UFW. The strong organizing drive on the part of the Teamsters, the apparent resolve of most growers to avoid dealing with the UFW, if at all possible, and the ever increasing push for regulatory legislation are bringing great pressure to bear on Cesar Chavez and his union. The next three years may well determine whether the United Farm Workers will remain a competitive labor union or die on the vine. The only sure thing at this time is that unionization in agriculture is here to stay.

The remaining thought to be considered is what I learned from this project. Specifically, I have learned that labor, in making demands upon management, must take into consideration the financial aspect of the firm when formulating their demands. Furthermore, labor unions must be prepared to live up to, and to enforce, the provisions of a contract. The responsibility for a successful worker-management relationship does not lie solely on management. Employers must strive to keep the best interests of their employees in mind. The principal reason for a union's grasping a toe hold in any industry is the failure of management to recognize and respond to the needs of the employee. Additionally, I have formed the opinion that the

absence of legislation governing farm labor unionization is probably the greatest single factor that continues to allow the antics presently occurring in the state of California. I have learned that both unions and churches, for lack of better words, are just another "form of business," in that the decisions they make are at times not made in accordance with their expressed purpose for existence, but, in fact, are guided by both political and economic considerations. Most importantly, I have learned that as long as the current controversy remains unresolved at the power level, it is the farm laborer who, as a pawn, will continue to suffer.

In closing, one might ask how the Navy has benefited from my efforts. While my research has not directly addressed a Navy topic, I have indeed developed several talents useful to the Service. First, I have developed a fledgling knowledge of labor law and practical labor relations. This will undoubtedly be an advantage as I attain positions wherein my job will require interaction with civilian employees. Moreover, as the All Volunteer Service concept reaches maturity and becomes self-sustaining, it may be only a matter of time before unionization encounters the Navy. Like it or not, it is a distinct and real possibility.

Secondly, my research has put me into contact with a large and diversified segment of the civilian population, thereby expanding both my knowledge base and experience

level, as well as providing the community with a positive exposure to a member of the Naval Service. I have temporarily broken away from the "family" to seek new ideas; and, in so doing, I cannot help but become a more effective Naval officer.

I. THE LAW AND FARM LABOR

A. BACKGROUND OF THE LAW

This year the United States celebrates her 197th birthday. Almost from birth, some form of organized labor has existed in this nation. By 1790, unions among artisans were common along the Eastern seaboard; and, from that time until 1890, the basis for the legal control of these unions lay in "common law."¹ Court decisions during this time usually favored the employer, and unions found little support for their activities and aspirations. This, coupled with avid employer hostility towards unions, the multifarious aims of unions themselves, and the non-existence of legal protection for workers trying to organize, served to relegate unions to a weak position in the national economic picture.

In 1890 the Sherman Anti-Trust Act was passed, and its original intent was to strike down business combinations and conspiracies that restrained trade. It does not appear that its initial purpose was to provide relief to employers from labor unions.² The courts, however, applied the Act to labor organizations as well as to business organizations,

¹ Williams, C. G., Labor Economics, p. 232, New York: John Wiley and Sons, Inc., 1970.

² Ibid., p. 235.

so that "About 90 percent of all cases which were handled under the Sherman Act from its passage to 1897 dealt with labor, and between 1890 and 1928, about 18 percent of all cases involved Sherman Act applications to labor organizations."³ Labor unions received some respite in 1914 with the passage of the Clayton Act, an Act which specified that union activities should not come under anti-trust laws and should not be regarded as "combinations or conspiracies in restraint of trade." Moreover, it specifically prohibited an heretofore common practice of issuing injunctions restricting picketing, boycotting, and striking.

It was not until the Railroad Arbitration Act of 1888 that the first labor law was passed. This act was ineffectual and was replaced by the Erdman Act of 1898, which concentrated on "... conciliation, mediation, and arbitration"⁴ Experience was being gained from each succeeding law so that 1913 saw the enactment of the Newlands Act, which led to the formulation of the Railway Labor Act of 1926. The intent of this act was to "exert every reasonable effort to make and maintain agreements ... and to settle all disputes ... in order to avoid all interruptions to commerce." This act provided the basic foundation for labor

³ Evans, R. Jr., Public Policy Toward Labor, p. 50, New York: Harper and Row, 1965.

⁴ Williams, p. 238.

legislation during the following twenty years.

1932 saw the passage of the Norris-LaGuardia Act. Because it assured workers of freedom of association, organization, the choice of bargaining representatives, the right to collectively bargain, and guaranteed freedom from employer interference of employees in the exercise of their rights, this act was a major victory for both individuals and labor unions. The following year the National Industrial Recovery Act was enacted; and, although it was not a "labor law," it had strong influence in the labor sector. It essentially promoted labor organizations while requiring employers to enter into collective bargaining with organizations representing employees. Unfortunately there was no mechanism established to carry out the law, and 1935 saw the act's fall when it was declared unconstitutional by the Supreme Court.⁵

B. THE NATIONAL LABOR RELATIONS ACT, 1935

The many years spent in lesson learning and error making bore fruit when in 1935 the National Labor Relations Act (Wagner Act) was passed. In its first encounter with the Supreme Court it was upheld, thus confirming unionism as a permanent member of the American work system. Although amended on several occasions, this act has remained the

⁵ Ibid., p. 241.

backbone of labor law in the United States since its enactment. Among other provisions, Section VII of the act specifies that,

Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing and to engage in concerted activities for the purpose of collective bargaining or other mutual aid or protection.

Unfair labor practice charges could be brought against an employer if he performed any of the acts specified in Section VIII.

- (1) Interfere with, restrain, or coerce employees in the rights guaranteed in Section VII.
- (2) Dominate or interfere with the formation or administration of any labor organization or contribute financial or other support to it.
- (3) Discriminate in regard to hire or tenure of employment, or any term or condition of employment to encourage or discourage membership in any labor organization. A proviso allowed for such discrimination in cases where a union shop agreement was in operation.
- (4) Discharge or otherwise discriminate against an employee because he has filed charges or given testimony under the act.
- (5) Refuses to bargain collectively with the representative chosen by a majority of employees (more specifically, where the choice is made by an

election, a majority of the valid votes cast) in a group that is appropriate for collective bargaining.⁶

Another important provision was that dealing with representation elections in the determination of the collective bargaining agent who is to represent the employees. This was Section IX of the act, and it specified that the elections were to be authorized and conducted by the National Labor Relations Board after a group desiring to represent employee rights showed that 30 percent of the affected employees indicated a desire for representation.

During the ensuing years, the swing of the pendulum took it to the other side of its arc. Labor unions, formerly the underdog, grew in strength and became the strongest member of the employer, employee triumverate. Union membership increased, strike activity jumped following World War II, and the general price level rose drastically. Legislation regulating labor's means of recruiting membership, as well as their formulation of both political and economic power blocks, was now badly needed. The Congress felt that unions had had a sufficient time to grow, and, therefore, should now operate without the total concessions provided by the Norris-LaGuardia and Wagner acts. The Labor-Management Relations Act of 1947 (Taft-Hartley Act) was enacted,

⁶ Ibid., p. 242.

and its most important move was to establish unfair labor practices as applicable to labor organizations.

C. THE LABOR-MANAGEMENT RELATIONS ACT, 1947

Section VIII (b) of this act provided that labor organizations or their agents were not allowed to:

- (1) Restrain or coerce employees in the exercise of their rights to refrain from supporting a union by membership or other recognition, except where these rights were limited by a union shop or other agreement or by a union constitution rule.
- (2) Cause an employer to discriminate against any employee so as to encourage or discourage union membership.
- (3) Refuse to bargain in good faith.
- (4) Engage in secondary boycotts and certain types of strikes and picketing including "sympathy" and "jurisdictional" strikes.
- (5) Charge excessive or discriminatory fees.
- (6) Cause or attempt to cause an employer to pay for services that are not done. This clause was intended to forbid make-work practices or "featherbedding" rather than contracts providing vacation pay, unemployment benefits or other non-work fringes.
- (7) Engage in recognition or organizational picketing, except under certain conditions that were laid

down by the act.⁷

Other provisions restricting union power, including illegalizing the closed shop, the preferential shop, and the union hiring hall, were included.

In addition to the preceding amendments to the NLRA, the Taft-Hartley Act provides that an employer or a union must serve notice 60 days prior to the termination or modification of a contract to the opposite party. If the modified or new contract is not agreed upon in 30 days, the Federal Mediation and Conciliation Service (FMCS) must be informed. The FMCS may then offer its services, or it may attempt to persuade the interested parties to reach a satisfactory agreement. If a strike develops, (or is threatened) and the President adjudges it to be detrimental to national health or safety, he may seek an injunction against the strike or lockout for a maximum of 80 days. Interested parties are then required to utilize the FMCS, and the President may appoint a board of inquiry whose task is to report on the status of negotiations at the end of a 60 day period. During the following 15 days, the National Labor Relations Board conducts a secret ballot among the employees of the affected employers to determine whether they wish to accept the latest offer tendered by the employer. The results are submitted to the Attorney General, and, if

⁷ Ibid., p. 246.

the strike is unsettled, the President makes a report to the Congress.⁸

The effectiveness of these emergency provisions has been seriously questioned. Professor George W. Taylor points out that "A basic inadequacy of the emergency dispute provisions of the Taft-Hartley Act stems from the fact that its procedures do not operate until after a national emergency dispute has occurred. There is a need to induce agreement before that dire event."⁹ Another major complaint is that the act does not guarantee the settlement of the strike.

D. THE LABOR-MANAGEMENT REPORTING AND DISCLOSURE ACT, 1959

In 1959 Senator John S. McClellan disclosed, as a result of a Senate Committee investigation, that labor organizations and management were both directly and indirectly taking unfair advantage of the employee. Thus, the Labor-Management Reporting and Disclosure Act of 1959 (Landrum-Griffin Act) was passed, further emphasizing the federal government's responsibility to protect employee rights to organize and to bargain collectively. The committee found labor unions " ... guilty of coercion, violence, bribery, the misuse of union funds, and the denial to members of their basic rights."

⁸ Ibid., p. 249.

⁹ Taylor, George W., "The Adequacy of Taft-Hartley in Public Emergency Disputes," Annals of the American Academy of Political and Social Science, p. 79, January 1961.

Moreover, it found "...employers engaged in practices that violated the rights of union members to free assembly and to organize."¹⁰

This act, then was designed to amend both the NLRA and the Taft-Hartley Act, as well as to incorporate new ideas into law. In addition to provisions concerning the aforementioned topics, this act tightened the law with regard to secondary boycotting, eliminating loopholes, and providing a more definitive explanation of the illegality of the secondary boycott and related activities. Moreover, unions were prohibited from increasing dues or assessments without majority approval by secret ballot. The election of union officers was to occur at least every three years for local unions and at least each five years for national unions. In the area of standards of conduct, every union officer was required to submit to the Secretary of Labor any financial dealings in which the union partook. There were many other provisions that appeared as amendments or new legislation. However, only a few have been pointed out in order to show the direction and flavor of the Landrum-Griffin Act.

E. WHY FARM LABOR WAS EXEMPTED FROM NLRA

What does all of this background on legislation affecting labor-management have to do with farm labor? To

¹⁰ Williams, p. 251.

date, agriculture has been specifically exempted from the provisions of all of this federal machinery. In the late 1930's Congress was involved in many New Deal programs, and it realized that in order to ensure the success of these programs, voluntary cooperation and participation would be required by the people and organizations involved. As a result, Congress developed these programs based on two primary considerations: the various needs of the potential participants, and the influences exerted by the participants' lobbies. Moreover, Congress required the active support of organized labor in not only passing the NLRA, but in making it work once it was passed. Thus, it was quite receptive to the demands of the organized labor movement. As a result of the pressures of both organized labor and the farm community, agricultural labor was excluded from the Act. A short time later, again because agricultural interests were so violently opposed to unions and collective bargaining, and because the few farm labor unions in existence were small and not affiliated with the organized labor movement, Congress failed to include farm labor provisions in the Agricultural Adjustment Act.¹¹

Lest anyone think that today's agricultural difficulties are something new, this period of time saw the publication

¹¹ Sethi, S. Prakash, "La Huelga o La Causa (c), California Farm Workers' Strike: The Politics of it All," Up Against the Corporate Wall, pp. 426-427, Prentice-Hall, Inc., 1971 (Hereafter referred to as Politics.)

of both In Dubious Battle and The Grapes of Wrath, by John Steinbeck. The hue and cry was not totally ignored for Congress recognized the farm labor difficulties and in 1939 commenced hearings to consider amending the NLRA to include agricultural workers. This effort was to no avail. Farmers and growers argued against this move and provided two main reasons to support their position:

Promoting an idyllic image of agricultural labor relations, somewhat inappropriate and even ridiculous in view of the number and extent of the labor problems occurring in agriculture in the thirties, it was first claimed that there was no need for the NLRA in agriculture at all. Second, it was argued that regulation under the NLRA, besides disrupting the allegedly peaceful relationships, would also impose impossible financial burdens on farmers.¹²

This argument was heard frequently during the following 30 years. Early agriculture policy was established and controlled by eastern and midwestern farmers. As the industry expanded westward and as a larger share of the market was provided by western farmers, so too did the power center shift so that now it is the influence of agri-business that dominates. It has only been during the last several years, years during which farm labor has exerted pressure on farms and consumers, that agricultural interests have, as a group, endorsed legislation in behalf of agricultural employees.

¹² Morris, Austin P., "Agricultural Labor and National Labor Legislation," California Law Review, 1966, p. 1968 as quoted in Footnote 11, p. 427.

F. SOME EFFORTS AT FARM LABOR LEGISLATION

By 1969 the controversy in the grape fields had been in progress for almost four years. In February of that year, President Nixon directed the Secretary of Agriculture and the Secretary of Labor to conduct a study to determine whether agricultural employees should be covered by the Taft-Hartley Act.¹³ Two major questions had to be answered: first, what size farms would be covered (determined relative to yearly sales or annual hours of labor hired?); and second, what weapons should the unions be allowed to retain (specifically, should the secondary boycott and strike at harvest time be prohibited?).

In May of 1969 Secretary of Labor Shultz submitted the administration's proposed legislation to the Senate Labor Subcommittee. Had it been enacted, it would have affected about two percent of the nation's farms hiring outside help; and this would have amounted to 400,000 workers or 45 percent of the American farm labor force. The United Farm Workers Organizing Committee opposed this piece of legislation, for it would have banned, among other things, harvest time strikes and the secondary boycott. The provisions of Secretary Shultz's suggestion were considered to be just

¹³ Sethi, Politics, p. 427.

as damaging as coverage under the NLRA would have been.¹⁴

G. UFW THOUGHTS ON NLRA COVERAGE

Cesar Chavez had taken a stand advocating farm labor inclusion under the NLRA from the beginning of the grape battle. However, in April of 1969, he changed his stand, much to the embarrassment of George Meany, Senator Edward Kennedy, and others who had been campaigning in his behalf. He stated that he could not accept NLRA coverage as the act was presently written. "We feel that the present National Labor Relations Act is not going to give us the right to organize. We either want no law or we want the kind of law the other unions got when they were at the beginning stage."¹⁵ Mr. Jerry Kaye, UFW union hiring hall director in Salinas, further elucidates the union's position: " ... the original National Labor Relations Act, which was passed in 1935 ... that was a fantastic law which I'm sure we'd be happy with. However, we don't want the Taft-Hartley provisions right off which takes away our right to have a secondary boycott."¹⁶

¹⁴ Ibid., pp. 428-429.

¹⁵ Moyer, John R., "A Conversation with Cesar Chavez," reprinted from Journal, November-December 1970.

¹⁶ Interview with Jerry Kaye, Hiring Hall Director, United Farm Workers Union, Salinas, California, November 24, 1972.

H. SENATE BILL S.8 - ANOTHER TRY AT LEGISLATION

The attention that Cesar Chavez has brought to agricultural labor caused many bills to be introduced in both the House and the Senate. One of the most noteworthy was Senate Bill S.8, introduced by Senator Harrison Williams, Jr., chairman of the Senate Subcommittee on Migratory Labor, in 1968. It was designed to place corporate farms and their laborers under the collective bargaining provisions of the NLRA. It further stipulated that only farms with interstate shipments of more than \$50,000 annually would be subject to these provisions. It is estimated that about three percent of America's farms and 30 percent of her agricultural labor force would have been affected.¹⁷

I. S.8 - REINTRODUCED

The 90th Congress failed to resolve the problems surrounding S.8, and so it was amended and reintroduced in 1969. These amendments were to determine whether UFWOC would support its passage. Without the amendments, Chavez did not want NLRA coverage. The revised bill provided a twelve year exemption from the provisions of the Taft-Hartley and Landrum-Griffin Acts. Furthermore, it excluded agricultural workers from Sec. 14(b) of the Taft-Hartley Act, which allows states to enact "right-to-work" laws in industries engaged in interstate commerce. And finally, it

¹⁷Sethi, Politics, p. 429.

defined as an unfair labor practice the hiring of anyone during a strike who had not established permanent residence in the United States.

J. S.8 AND WHAT HAPPENED TO IT

Two organizations of small farmers, the National Farmers Union and the National Farmers Organization, backed the bill. They felt that there was no reason farm laborers would not be covered by the NLRA. Neither were they for the secondary boycott, nor opposed to a union shop. However, it should be pointed out that this support was not surprising as these farmers did not have \$50,000 interstate commerce annually, and thus would not have been affected by the law. UFWOC opposed this last point, as Chavez wanted the bill applicable to all farmers. However, Chavez's interest was beginning to wane. By mid-1969 it was plain that it was a matter of time before the grape growers yielded; resistance to UFWOC was crumbling. As the union verged on having what it wanted, there was little or no interest in either opposing or supporting legislation.¹⁸ Although neither S.8 or any other farm legislation passed in 1969, the subject received much attention. By the end of the 91st Congress, and even as Chavez lost interest, seventy-nine liberal congressmen supported farm labor legislation of one type or another.¹⁹

¹⁸ deToledano, Ralph, Little Cesar, p. 100, Anthem Books, 1971.

¹⁹ Sethi, Politics, p. 427.

K. MORE EFFORTS AT FARM LABOR LAW

Senate Bill S.8 is only one of many efforts that have been made to include farm labor under NLRA style legislation. One of the most prolific authors of legislation is Congressman Burt L. Talcott of California. He represents the 12th Congressional District, in which 70 percent of the head lettuce and 30 percent of all row crops grown in the United States is raised.²⁰ He has introduced much legislation, the most notable being House Bill H.R. 1689. This would provide among other things, " ... an orderly system under which agricultural employees may organize and bargain collectively, if they so wish, which is compatible with the public interest in assuring to consumers adequate and wholesome food supplies."²¹

At the state level, Assemblyman Bob Wood of Greenfield has been a prime mover in attempting to effect state law governing farm labor. The Cory-Wood Bill was defeated in the legislature in 1971, largely because of UFWU opposition.²² Following the defeat of this bill, several citizen committees formed to generate a farm labor initiative to be submitted directly to the electors during the elections of November,

²⁰U.S. Congress, House, Congressional Record, 92nd Congress, Second Session, 1972, 118, no. 47, "Congressman Burt L. Talcott Advocates National Farm Labor Legislation."

²¹U.S. Congress, House, A Bill, H.R. 1689, The Consumer Agricultural Food Protection Act of 1971, January 22, 1971.

²²"Wood to Draft Farm Labor Bill," Salinas Californian, p. 2, January 12, 1973.

1972. Two of the proposals, though similar, varied in one great respect. One included a "right-to-work" clause. This, in itself, is an exceptionally sensitive subject, and the supporters of what was to eventually become Proposition 22 fought its inclusion. Although the initiative, as finally presented to the people, did not have the "right-to-work" clause, it was defeated at the polls.

Given the present situation and the circumstances that have developed in California during the past several years, it is worthwhile to consider the enactment of some form of legislation in behalf of the farm laborer. This need not be accomplished by amending the NLRA to include agricultural workers. The Landrum-Griffin Act of 1959 specifically leaves to the jurisdiction of State law and State courts those situations refused to be heard by the NLRB. Therefore, the opportunity is available for California to enact a law at the state level. This indeed may be the wise thing to do, for conditions affecting growers, farms, and farm laborers in each State of the Union vary immensely. A common set of rules and regulations that could be equitably applied to all facets in the industry, in all parts of the country may be impossible to develop. However, a particular state, California for example, by carefully analyzing the needs and difficulties of all interested parties, may well be able to enact a fair and effective law.

L. SOME SUPPORTERS OF LEGISLATION

This problem is a real one. One that demands much thought and investigation followed by action. Reactions founded on pure emotion will lead, but to further injustice. Fortunately, the need for some form of guidance is becoming better recognized. In a statement December 23, 1970, Teamster General President Frank E. Fitzsimmons said, "The simple fact is that to restore order to agriculture in California, and in all parts of the country, legislation which brings farm workers under the regulations of the National Labor Relations Act must be passed. In fact, if farm workers today were afforded that protection, the turmoil which works to the hardship of all concerned would not exist.... Not only would such legislation bring order to labor-management relations in agriculture, but also it would serve well to give farm workers the free choice of union membership."²³ An interview with Mr. Paul Englund, a Salinas Valley grower-shipper, revealed that he recognized the need for immediate legislation, not only in his behalf, but most importantly, in behalf of the farm laborer.²⁴ Although not involved in organizing or representing field laborers, Mr. John F. Mattos, Secretary and Business Manager

²³ Press release by Teamster General Vice-President F. E. Fitzsimmons, December 23, 1970.

²⁴ Interview with Paul Englund, R. T. Englund Company, Salinas, California, August 21, 1972.

of Laborers and Hod Carriers Local 297, AFL-CIO asserted that farm labor should fall under legislation similar to the NLRB (sic).²⁵ Mr. Ray Burditt, Secretary-Treasurer of General Teamsters Warehousemen and Helpers, Local 890 suggests that an NLRB type organization is the answer to the farm labor problem.²⁶ "It's amazing that ... the Federal Government doesn't get active and get some kind of federal legislation enacted to govern this thing (the farm labor strife). I feel seriously that I think everybody should come under the NLRB."²⁷ Another very articulate advocate of farm labor legislation is Father Michael Cross, a parish priest in Salinas, California who, in an interview with Dean Manion on December 27, 1970 stated, "I think the only thing that can be done right now, and one reason I'm so happy to be on a program like this (Manion Forum) is to express the need for proper legislation. Right now it's the law of the jungle as far as the farm industry is concerned. What we need is good legislation, both on a federal and state level. I think it should be a type of legislation that ensures the freedom of the field worker to vote, not so much for what union he prefers, but whether he wants a

²⁵ Interview with John F. Mattos, Secretary and Business Manager, Laborers and Hod Carriers Union Local 297, AFL-CIO, Salinas, California, August 5, 1972.

²⁶ Interview with Ray Burditt, Secretary-Treasurer, General Teamsters and Warehousemen, and Helpers Local 890, Salinas, California, July 31, 1972.

²⁷ Interview with Ray Burditt, November 24, 1972.

union or not. And many farm workers at this point would prefer not to have a union. I think that the field workers should be protected by a law which protects his right to choose whether or not he wants to belong to a union."²⁸

Recently the nation's largest farm organization, the two million member American Farm Bureau Federation, broke with years of precedent by "... proposing that farm workers be brought under provisions of the National Labor Relations Act if it is modified for agriculture."²⁹ Even farm laborers are desirous of a greater hand in their own destiny. In a meeting with the State Senator John L. Harmer, the workers said, "At least give us a chance to vote on the matter. If the majority choose the union, we will go along with them, but if we win, then we want to be free from having to support the union with our money."³⁰

M. SOME OPPONENTS OF LEGISLATION

This protection need not be that provided under the NLRA, as amended. There have been difficulties with this

²⁸ Interview between Rev. Michael Cross, Roman Catholic Priest, Salinas, California and Dean Manion entitled "Salad Czar," quoted in Manion Forum, December 27, 1970. (This document is a transcript of the weekly radio program "Manion Forum" which originates in South Bend, Indiana and is heard nationwide.)

²⁹ "Farm Bureau Changes Stand on Farm Labor Legislation," Salinas Californian, December 15, 1972, p. 2

³⁰ Harmer, John L., California State Senator, in an open letter to his constituents, July 21, 1970.

Act, and one common fear is that inclusion of agricultural workers under the NLRA would serve to reaffirm its present structure, thereby making it more difficult to amend at a later date. Moreover, the agricultural industry has several unique characteristics that do not necessarily lend themselves to the provisions of the NLRA. California Governor Ronald Reagan recognized this in his 1969 telegram to President Richard M. Nixon wherein he stated, "I believe that applying the principle of the NLRA is unwise. Such factors as crop perishability and weather require an approach that will achieve a balance of union and farmer bargaining power so necessary to reach a fair decision and avoid loss of food and fiber, in the public interest."³¹ Mr. W. B. Camp, a farmer and agronomist from Bakersfield is even more vocal in his objections to the NLRA and NLRA type legislation. When asked what he thought of bringing agriculture under the NLRA, he replied, "I think it would be one of the worst things that could possibly happen to farmers. I believe that those who think the NLRA or NLRA type set-up would solve their problems are either deluding themselves or have been deluded by others. They would exchange one problem for a far more serious and much longer lasting one The monopolistic privileges given to union

³¹ Taylor, Ronald B., "The Boycott and the NLRA," The Nation, p. 501, May 12, 1969.

officials by that law (NLRA) have no undermined efficiency and productivity that U. S. industry is having great difficulty today in competing in world markets.... The record established (without the law) by American agriculture in efficiency and productivity is the envy of the world."³²

N. SUMMARY

The time is long past for growers to get back to the full time business of raising crops and being farmers. The time is long past for the farm worker to take up his job and return to a peaceful and happy life in which he is accorded the rights, privileges, and responsibilities accorded other members of our society. And, it is certainly past time for both the United Farm Workers and the Teamsters to look inward and to realize that the reason for the existence of a union is the worker, rather than the present situation where the workers are mere pawns and the unions function in spite of and without regard for the worker. No matter what mode of correction is to be used, as long as agriculture is to be unionized, some sort of formal guidance must be established in order to control management and labor while protecting the employee.

³² Interview between W. B. Camp, Farmer and Agronomist, Bakersfield, California, and Dean Manion entitled "Trading Chavez for Big Brother" quoted in Manion Forum, February 18, 1973

II. THE UNITED FARM WORKER ORGANIZING COMMITTEE IS BORN

A. A BRIEF FARM LABOR UNION HISTORY

The United Farm Worker Union, AFL-CIO is not the first effort to organize farm labor. However, Cesar Chavez has been more successful than any of his predecessors. As early as 1913 the Industrial Workers of the World failed to succeed. The Trade Union Unity League (TUUL) was set up by the Communist Party, United States of America in 1929; and this organization's first move was to establish the Agricultural Workers Industrial League and to strike agriculture in the Imperial Valley the following year.³³ The strike was swiftly broken, but TUUL was not yet finished. Organizing in Vacaville, TUUL came up with the Cannery and Agricultural Workers Industrial Union which effected a strike in many portions of the state in 1931. There was much violence and many arrests. Moreover, the main argument raised by the pro-agriculture faction was that of the "Red" influence in the organization. By April 1, 1935, the CAWIU was defunct.³⁴ One of the longer lasting organizations was

³³ State of California, Fourteenth Report Un-American Activities in California 1967, p. 9, (Hereafter referred to as Activities).

³⁴ Ibid., pp. 9, 10, 12.

the Southern Tenant Farmers Union. It survived until World War II when it merged with the American Federation of Labor (AFL).

Following the War, the American Federation of Labor attempted to organize the National Farmers Union. This effort was met with such violence that the AFL retreated until 1959 when the new AFL-CIO launched a union called Agricultural Workers Organizing Committee (AWOC).³⁵ Again there was a great deal of opposition, and it was not until February, 1962 that AFL-CIO organizer Al Green successfully reactivated AWOC.³⁶ Mr. Green was shortly replaced by Larry Itliong who centered his operations in Delano and who soon had the best organized Filipino farm worker union in the State of California.³⁷

B. CESAR CHAVEZ - A BEGINNING

Cesar Chavez was born on his father's small farm in Yuma, Arizona in 1927. In 1937 his father lost the farm, and until he was about 19, Chavez was a member of a migrant worker family.³⁸ In 1950, Cesar Chavez became acquainted

³⁵ Prakash, Sethi S., "La Huelga o La Causa (A), California Farm Workers' Strike," Up Against the Corporate Wall, pp. 173-174, Prentice-Hall, Inc., 1971. (Hereafter referred to as Strike.)

³⁶ Activities, p. 18.

³⁷ Ibid., p. 17.

³⁸ Newman, Patty, Do it up Brown, p. 125, Viewpoint Books, 1971

with Fred Ross of the Community Service Organization (CSO) via a Catholic priest named Father Donald McDonnell.³⁹ He spent ten years with CSO, "... during the first part of which he trained under the astute tutelage of Saul Alinsky."⁴⁰ By the late 1950's he had advanced to the position of director of the entire organization.

Not all members of CSO approved of Chavez's efforts to aid farm laborers. Chavez felt that the Community Service Organization was not forceful enough, and so resigned from CSO to begin laying the groundwork for what was to become the National Farm Workers Association (NFWA).⁴¹

Upon leaving CSO in 1962, Cesar Chavez began laying the foundation for his new union. It was his purpose to form an organization which was to be a "... combination welfare cooperative/union and to be the spearhead group for a civil rights movement."⁴² In September of 1962 the NFWA became a reality, and the small, tight-knit group filed their constitution with the California Division of Corporations in 1963.⁴³

³⁹ Sethi, Strike, p. 177.

⁴⁰ Activities, p. 19.

⁴¹ Activities, p. 19; Sethi, Strike, p. 177.

⁴² Sethi, Strike, p. 161.

⁴³ Activities, p. 20.

C. NFWA MEETS AWOC

In the summer of 1965, the predominately Filipino-American AWOC successfully struck grape growers in the Coachella Valley because of the discriminatory pay scales that were in effect. Mexican-Americans were being paid \$1.10 an hour. Filipino-Americans were drawing \$1.25 an hour, and Braceros were being paid \$1.40 an hour. As a result of Itlliong's strike, a parity pay scale of \$1.40 was established.⁴⁴

Subsequently, Itlliong and AWOC returned to Delano where the same inequity existed. When the growers failed to respond to AWOC's demands, the workers struck.⁴⁵ Concurrently, Larry Itlliong requested Cesar Chavez and NFWA to join. Chavez felt his fledgling NFWA was not quite ready for a strike; however, he did not want to antagonize Larry Itlliong. After some consideration he made up his mind. At the peak of an emotion packed holiday celebration on Mexican Independence Day, September 16, 1965, Chavez explained the situation surrounding AWOC and the strike. Then he called for a strike vote; from that time on the two unions worked hand in hand to defeat the growers.⁴⁶

⁴⁴ Sethi, Strike, p. 161.

⁴⁵ Activities, p. 24.

⁴⁶ Ibid., p. 26

In mid-1966 the two leaders saw, with the help of the AFL-CIO, the benefit of opposing the growers with one common front. As a result, the NFWA and AWOC merged, and at the same time, were absorbed by the AFL-CIO. The new organization, known as the United Farm Worker Organizing Committee, AFL-CIO, was lead by Cesar Chavez with Larry Itlliong as his assistant.⁴⁷ Meanwhile, the grape strike continued in Delano.

D. A WORD ABOUT NON-RESIDENT LABOR

One may readily see, even by the sketchy information in the preceeding paragraphs, that it has been quite difficult, for a multitude of reasons, to organize farm labor. An heretofore unmentioned difficulty worthy of note is that of cheap labor. California experienced an influx of cheap Chinese labor in 1850. Several years later the Japanese came on the scene, only to be replaced by Mexicans fleeing the Mexican Revolution of 1910. Later the Filipinos were the source, and they were eventually supplanted by the "Dust Bowl" refugees of the Depression. The extreme labor shortage of World War II caused this nation to enter into an agreement with the nation of Mexico that allowed large volumes of Mexican citizens to cross the border and to work in the fields as seasonal farm laborers. This was

⁴⁷ Ibid., p. 62.

the beginning of the Bracero Program, Public Law 78, which remained in effect until December 31, 1964. The law expired as a result of pressure from organized labor, religious leaders, and Mexican-American organizations. It was felt that the Mexican Nationals were causing Americans to be unemployed.⁴⁸

The lapse of Public Law 78 eliminated Braceros, but it did not totally eliminate the supply of Mexican National labor. Public Law 414, Sec. 214 of the Immigration and Nationality Act allows Mexicans to come to the United States to work provided they hold a valid permit, commonly called a Green Card.⁴⁹ These "Green Carders" have been a cheap source of labor during the season, however they too are receiving much criticism. A 1967 labor dispute was caused by "Green Carders" coming across the border and working for a rancher who was, at the time, engaged in a labor dispute. The court ruled that any "Green Carder" who does this shall have his card invalidated by the Immigration and Naturalization Service if the farms are certified by the Secretary of Labor as being involved in a labor dispute.⁵⁰

⁴⁸ Taylor, Benjamin J. and Witney, Fred, Labor Relations Law, pp. 236-237, Prentice-Hall, Inc., 1971. (Hereafter referred to as Law).

⁴⁹ Sethi, Strike, p. 173.

⁵⁰ Taylor and Witney, Law, p. 237.

A recent decision by the U. S. Court of Appeals may slow the flow of non-resident laborers even more. On April 16, 1973, it was ruled that seasonal workers could no longer be classed as "returning resident aliens" (thereby exempt from visa requirements), but that they were, in fact, "non-immigrants" and henceforth must obtain visas before entering the United States. This action by the court means that the worker may come to the United States "... to perform work only if the Secretary of Labor has determined there is a shortage of labor in the field (occupational field) in which the alien wants to work."⁵¹

⁵¹ "Visa Rule May Bar Mexican Laborers," Los Angeles Herald Examiner, April 17, 1973, p. 1.

III. THE SALINAS VALLEY LETTUCE STRUGGLE, 1970-1972

A. CESAR COMES TO SALINAS

In July, 1970 the grape strike and boycott were rapidly drawing to an end. Several months before, Chavez had recognized his impending success and sent his organizers out to other parts of the industry. His efforts expanded to plum, peach, and melon pickers. Most significantly, his next test was the Salinas Valley ranches -- especially the lettuce growers. Although he had had organizers in the Valley long before this time, it was July 24, 1970 when he demanded recognition of UFWOC as the collective bargaining agent for field workers in Monterey and Santa Cruz counties.⁵² Several days later, on July 27, the Teamsters announced contracts with 30 growers who employed 75 percent of all field laborers in Monterey, Santa Cruz, San Benito, San Luis Obispo, and Northern Santa Barbara counties.⁵³

The five year battle for the vineyards concluded July 29, 1970 when Chavez announced his agreements covering 85 percent of the state's grape laborers. Shortly thereafter, the battle for the lettuce fields began as the UFWOC power

⁵² "Recognition Sought by Chavez's Union," Salinas Californian, p. 1, July 25, 1970.

⁵³ "30 Growers Sign Teamster Contract," Salinas Californian, p. 1, July 28, 1970.

structure commenced shifting from the San Joaquin to the Salinas Valley. It was at this time that Chavez announced a march of his backers simultaneously from Greenfield, Hollister, Aptos, and Watsonville to Salinas.⁵⁴

On August 7 the newspaper headlines read, "Teamsters' Closed Shop Drive Opens."⁵⁵ All workers subject to these contracts had 10 days to join the Teamsters' Union or be discharged.⁵⁶ A frantic membership drive by both unions was underway while, at the same time, much demanding, cajoling, and pressuring of the growers was taking place.

B. BIG GROWERS UNDER PRESSURE - TEAMSTERS WAVER

Freshpict Foods, Inc. was struck by UFWOC August 8. At that time Marshall Gannz of UFWOC announced, "... UFWOC is still planning to launch at any moment a nationwide boycott of Purex Products, specifically Purex, Brillo, Dutch Cleanser, and AYDs"⁵⁷ By August 17, the rumor

⁵⁴ "Chavez Backers Start March to Salinas Valley," Salinas Californian, p. 1, July 31, 1970.

⁵⁵ I believe this to be a misnomer as Closed Shops were outlawed by the Taft-Hartley Act. What the Teamsters were actually enforcing was a Union Shop. Closed Shops require union membership as a condition of employment, whereas Union Shops require one's joining the union within a specified number of days following employment.

⁵⁶ "Teamsters' Closed Shop Drive Opens," Salinas Californian, p. 1, August 7, 1970.

⁵⁷ "Freshpict Ranches Struck by Chavez," Salinas Californian, p. 1, August 8, 1970. (Also, Freshpict Foods, Inc. is a subsidiary of Purex. Hence the UFWOC threat to boycott Purex products.)

was that Freshpict was conducting secret talks with UFWOC.

Meanwhile, the Teamsters had been in negotiations with UFWOC. The result of those negotiations were made public August 12, 1970 when the two unions signed a pact wherein the Teamsters acknowledged UFWOC's jurisdiction over all field laborers while the Teamsters would retain jurisdiction over all cannery, frozen food, processing plant, and warehouse workers, as well as truck drivers.⁵⁸ Indeed, it seemed there would again be "Peace in the Valley."

However, by this time the Teamsters had signed some 45 contracts covering field labor, and the status of these contracts was now unknown. Peace was short-lived, for on August 21 the growers announced that no matter what the Teamsters and Chavez had decided, they had signed contracts with the Teamsters, and they intended to hold the Teamsters to those contracts.⁵⁹ The following day the Teamsters reaffirmed those contracts; and, on August 24, Chavez retaliated by launching a massive strike that virtually closed down every grower in the Salinas Valley. By the end of the month, it appeared that not only was

⁵⁸ "Teamsters, Chavez Agree Farm Peace Foreseen by Historic Signing," Salinas Californian, p. 1, August 12, 1970.

⁵⁹ "Growers to Honor Teamster Contracts," Salinas Californian p. 1, August 21, 1970.

Freshpict secretly negotiating with UFWOC, but it was alleged that Inter Harvest was, too.⁶⁰

C. THE GIANTS START TO FALL

The rumor of Inter Harvest's alleged secret meeting remained neither a rumor nor an allegation. On August 30 a contract was signed. Concurrently, Mr. John Fox, President of United Fruit, announced the resignations of Messrs. Thomas P. and F. Robert Nunes, former co-directors of Inter Harvest, and the appointment of Mr. Harold C. Bradshaw as Vice-President and General Manager of the firm. It is alleged that the Nunes brothers resigned after declining to continue negotiations with UFWOC on August 26.⁶¹ Further light was shed on this situation by the September 21, 1970 issue of the San Francisco Examiner which stated:

Inter Harvest, fearful of a UFWOC boycott of such United Fruit products as Chiquita bananas, a national brand of root beer and Morrell meats had rescinded its contract with the Teamsters and signed up with UFWOC.⁶²

⁶⁰ "A Major Grower in Secret Talks," San Francisco Chronicle, p. 1, August 29, 1970. (Inter Harvest is a subsidiary of United Brands whose other labels include Baskin-Robbins Ice Cream, Morrell Meats, A & W Root Beer, and Chiquita bananas.)

⁶¹ "2 Nunes Brothers Quit Jobs," Salinas Californian, p. 1, August 31, 1970.

⁶² "Salinas Valley 1970: Farmers Feel Hopeless," San Francisco Examiner, p. 10, September 21, 1970.

If Inter Harvest thought that its troubles were over when they signed with UFWOC, they were mistaken. Their local contemporaries were exceedingly upset. Until Inter Harvest broke ranks, the growers with Teamster contracts had counted on solidarity to weather the storm. Because Inter Harvest had split that united front, about 300 growers, their families, friends, employees, and a few Teamsters set up a picket line against Inter Harvest on September 2, 1970. In addition, Teamster truck drivers refused to cross picket lines so any produce harvested could not be moved anyway. Mrs. Thomas Merrill, wife of a local grower, made a very pertinent observation: "It (Inter Harvest) doesn't depend solely on the produce business for its livelihood. We do. We have no other way to spread our losses. What happens now affects the whole future of the Valley. We feel as local people that these massive questions should be decided by those in the Salinas Valley on the basis of the local economy -- and not on the basis of corporate decisions."⁶³

Inter Harvest's actions set the stage for more erosion from the growers' ranks. Late in the evening of September 3, Mr. William R. Tincher, Chairman of the Board and President of Purex announced it was abandoning its Teamster contract and was preparing to recognize UFWOC as sole

⁶³ "Inter Harvest Picketed by Supporters of Growers," Salinas Californian, p. 1, September 2, 1970.

bargaining agent for the firm's field hands. Interestingly, Mr. William Spaulding, an attorney, and Purex Vice-President Frank Neary were designated as negotiators, rather than Freshpict's President, Mr. Howard Leach.⁶⁴ By September 8, 1970, Inter Harvest still could not move its produce, Freshpict was negotiating for a contract with UFWOC, and rumor indicated that D'Arrigo Brothers might be ready to negotiate, too.

On September 9, a few Teamster drivers returned to work at Inter Harvest. This, coupled with support from the police, enabled Inter Harvest to resume limited scale operations. The same day, Mr. Andrew D'Arrigo, President of D'Arrigo Brothers, announced his willingness to negotiate with UFWOC if the Teamsters would drop his contract. Said Mr. D'Arrigo, "We cannot stand the continued loss of unharvested crops and compete with publicly-owned corporations who are free to harvest and sell while we are bottled up in strike."⁶⁵

Yet another major grower was being picketed by UFWOC but showing no signs of yielding. This was Bud Antle who, on September 15, 1970, received a preliminary injunction against any further UFWOC picketing. Bud Antle had had a

⁶⁴ "Freshpict, Farm Workers Begin Talks," Salinas Californian, p. 1, September 4, 1970.

⁶⁵ "D'Arrigo Agrees to Talks if Teamsters Drop Pact," Salinas Californian, p. 1, September 9, 1970.

Teamster contract since 1961. In addition, he had a letter dated October, 1968 from UFWOC that agreed that that union would not attempt to organize Antle's field workers as long as they were covered by a valid Teamster contract.⁶⁶

Judge Anthony Brazil's ruling that the Teamster contracts were legal, and thus UFWOC was engaged in a jurisdictional dispute, marked the beginning of the lettuce boycott. It was to be centered in 64 major cities and was to last until the growers succumbed, as their compatriots in the grape industry had done.

On October 8, Freshpict announced that their talks were almost concluded with UFWOC; an agreement was in the offing. The firm's President, Mr. Howard H. Leach, was not happy with the contract. He believed the contract, which was negotiated by Purex, to be inflationary. That evening negotiations were completed, but Leach declined to sign the contract. His resignation was accepted, as were those of several other members of Freshpict's management.⁶⁷

At the same time Pic 'N Pac, grower of approximately 50 percent of the county's \$11.5 million berry crop and

⁶⁶ "Antle, Mapes Win Picket Ban," Salinas Californian, p. 1, September 15, 1970.

⁶⁷ Another man who resigned was Daryl Arnold, former Freshpict Northern California Division Manager, who resigned because "... I oppose organizations such as Inter Harvest and Freshpict signing unreasonable contracts in order to protect their non-agricultural products." "Freshpict, UFWOC Poised to Sign Farm Labor Contract," Salinas Californian, pp. 1-2, October 8, 1970.

representing some 1000 employees, signed a contract recognizing UFWOC as the collective bargaining agent for its field workers.⁶⁸

The eve of November 19 marked an important victory for Chavez in the lettuce struggle. This was the date D'Arrigo signed a contract with UFWOC. Chavez felt this a major accomplishment as D'Arrigo Brothers represented the first non-publicly owned firm to sign. He attributed more significance to this signing than he did to Inter Harvest's or Freshpict's.⁶⁹ This could have been the turning point in Chavez's efforts to sign the other independent growers in the Valley.

About mid-December Chavez strengthened his boycott against Bud Antle, Inc. UFWOC began bringing economic pressure against Dow Chemical Company, owner of 17,000 acres farmed by Antle. At the same time, the U. S. Catholic Bishops' Committee on Farm Labor offered to mediate. But by February of the following year, Antle had remained firm and the Teamsters were threatening to refuse to handle Inter Harvest lettuce in Los Angeles and San Francisco.

⁶⁸ In 1970 Pic 'N Pac was a subsidiary of S. S. Pierce (Cutty Sark Whiskey, among other labels) and one of the largest berry operations in the state. It was eventually sold to Dave Walsh who established the Dave Walsh Company.

⁶⁹ "D'Arrigo Signs Contract with UFWOC for Workers," Salinas Californian, p. 1, November 20, 1970.

Antle was happy with his long standing agreement with the Teamsters and apparently had no intention of capitulating.

D. ANOTHER JURISDICTIONAL SETTLEMENT

For some time the Teamsters and UFWOC had, with the encouragement of the Bishops' Committee, been negotiating the jurisdictional rights of each union. On March 26, 1971, Chavez announced a new jurisdictional agreement between UFWOC and the Western Conference of Teamsters. Furthermore, he indicated the present grower-Teamster contracts would be handed over to his union.⁷⁰ The following day the growers announced that despite the agreement, they had no intention of letting the Teamsters out of their contracts.⁷¹ On March 29, the Western Conference of Teamsters declared that they had no intention of handing over the contracts already in effect; the agreement covered only those workers who were presently not organized.⁷² As a result, the jurisdictional dispute was back where it started.

In his signing with D'Arrigo, Chavez gained his last contract in lettuce. The Valley resumed a semblance of

⁷⁰ "Chavez Announces Pact with Teamsters Union," Salinas Californian, p. 1, March 26, 1971.

⁷¹ "Growers Intent to Honor Pacts," Salinas Californian, p. 1, March 27, 1971.

⁷² "West Teamsters Support Contracts," Salinas Californian, p. 1, March 29, 1971.

peace and quiet, and only two things worthy of note occurred until September, 1972 when contract renewal time came around. First on April 15, 1971, the California Supreme Court over-turned the ruling of the Monterey County Superior Court, and declared Chavez's boycott legal as long as it "remains peaceful and truthful." Furthermore, that part of the boycott representing Bud Antle, Inc. as "non-union" could no longer be used since it was false.⁷³ Secondly, Larry Itlliong, former head of AWOC and one of Chavez's lieutenants since 1966, resigned his position with UFWOC. According to Itlliong, he was not dissatisfied with Chavez personally. He was unhappy with the brain trust that surrounded Chavez and who, he said, "are swaying Chavez away from the thinking of the farm workers."⁷⁴

E. CONTRACT RENEWAL TIME

When the dust had cleared from UFWOC's organizing attempt in the fall of 1970, five large companies, of which three were subsidiaries and two independents, had signed with Chavez. In December of 1971, one independent, Brown and Hill Tomato Company of King City refused to renew its contract. Eight months later, the other four contracts came up for negotiation and renewal.

⁷³ "California Court Rules Chavez Boycott Illegal," Salinas Californian, p. 1, April 15, 1971.

⁷⁴ "Itlliong Quits Post as UFWOC Director," Delano Record, p. 2, October 19, 1971.

On September 1, 1972, 1500 United Farm Worker Union (UFW), formerly UFWOC, employees struck Inter Harvest. The union decided to strike because neither a new contract nor an extension of the old one had been agreed upon. The strike was expected to last at least four days. On the fifth day there was still no resolution in sight. Management and Teamsters mechanically harvested some 25 acres of celery. However, it lay idle at the cooler as the cooler workers were covered by the Amalgamated Meat Cutters and Butcher Workers Local 78-A, AFL-CIO and refused to cross UFW's picket lines.⁷⁵ The following day Inter Harvest General Manager Harold Bradshaw indicated that "the problem is to get a meeting of the minds on total economic conditions at this time."⁷⁶ He further believed that the strike was a union attempt to expedite an agreement. Richard Chavez, local hiring hall director, claimed the strike to be a result of worker frustration at no new contract having been signed by midnight, August 31.⁷⁷

By September 7, Inter Harvest announced the strike to be costing the firm 50,000 cartons of lettuce daily. This represented an approximate revenue loss of \$175,000 a day

⁷⁵ "Farm Strike in Fifth Day," Salinas Californian, p. 1, September 5, 1972.

⁷⁶ "Inter Harvest Ships Celery," Salinas Californian, pp. 1-2, September 6, 1972.

⁷⁷ Ibid.



in lettuce and \$30,000 a day in celery. Losses incurred to date were estimated at \$500,000.⁷⁸ The following day the King City Chamber of Commerce telegraphed E. M. Black, President of United Brands, and reminded him that his decision directly affected the economy of the entire Valley, and further asked him to allow local company officials to make the contract decisions.⁷⁹

On Friday, September 9, UFW threatened a general strike of the entire Valley as well as a boycott of Chiquita bananas if there was no progress on Monday.⁸⁰ When talks resumed September 12, UFW announced a moratorium in hopes of encouraging a settlement. Two days later the new contract was signed. The provisions included not only pay raises with a built in 16 percent increase over the following three years, but a "quality pack clause," and a provision for a "citizen participation" day. This was a paid holiday, the funds of which went to UFW's political and legislative efforts.⁸¹

⁷⁸ "Strike Costs Soar Above \$500,000," Salinas Californian, pp. 1-2, September 7, 1972.

⁷⁹ "Inter Harvest Plows Lettuce Acreage Under," Salinas Californian, p. 2, September 8, 1972.

⁸⁰ "Inter Harvest Strike Talks Resume Monday," Salinas Californian, p. 1, September 9, 1972.

⁸¹ "Inter Harvest, UFW Reach Accord," Salinas Californian, p. 1, September 14, 1972.

Although he did not place a dollar value on the effect of the strike, Mr. Bradshaw figured that 500 acres of lettuce, 100 acres of broccoli, 100 acres of cauliflower, and 40 acres of celery had rotted and been plowed under.⁸²

F. FRESHPICT QUILTS FARMING

Six days before its labor contract with Chavez expired, Freshpict announced the termination of its lettuce and celery operations, and the subsequent laying off of 180 personnel. "The company decided in July to eliminate its lettuce and celery operations because of what it said was a 'non-competitive labor situation' in the produce business."⁸³ Mr. Floyd Griffin, Freshpict District Manager, indicated the firm would concentrate on crops which yield themselves to mechanical harvesting. He also expected the Federal Trade Commission to drop its 1970 complaint in which Freshpict was accused of having an unfair competitive advantage because of its corporate status.⁸⁴

Meanwhile, labor negotiations had begun in order to arrive at a new contract. Despite its announced policy change, Freshpict still employed some 70 members of UFW.

⁸² "Inter Harvest President Says Strike Cost 700 Acres," Salinas Californian, p. 5, September 25, 1972.

⁸³ "Freshpict Terminates Lettuce, Celery Work," Salinas Californian, pp. 1-2, October 2, 1972.

⁸⁴ Ibid.,

At the request of the union, the meetings were adjourned in mid-October to be reconvened on October 31. In the interim, the workers remained on the job, and the company continued fulfilling the provisions of the expired contract.

G. THE TEAMSTERS GET SERIOUS

Mr. Einar Mohn, President of the Western Conference of Teamsters, announced October 20 that following the November 7 election, Teamsters would resume active efforts to organize farm workers.⁸⁵ This laid to rest forever the question of where the Teamsters stood relative to the jurisdiction of field laborers. Two weeks later Proposition 22 was defeated at the polls, and at least a few people feared union "warfare" between UFW and the Teamsters.⁸⁶

In mid-December the Teamsters Union announced its plans for the future. Paramount was the intent to open an office in Salinas, with a staff of 25, by year's end. They further announced that they were gearing up to renegotiate the 170 contracts that were soon to expire. And finally, they indicated that they were resuming organizing in California, Arizona and Colorado.⁸⁷

⁸⁵ "Teamsters to Resume Organizing on Farms," Salinas Californian, p. 2, October 21, 1972.

⁸⁶ Proposition 22 passed in Monterey and the other agricultural counties; the death blow to the initiative was received from the state's metropolitan centers.

⁸⁷ "Teamsters Set to Battle UFW," Salinas Californian, p. 1, December 14, 1972.

H. D'ARRIGO BROTHERS CONTRACT EXPIRES

The D'Arrigo Brothers contract with UFW expired on November 17, 1972. Although there was little harvesting going on in Salinas, the crop in Arizona was ripe, and was being picketed. By December 28, UFW was threatening a boycott of D'Arrigo products in New York. Basic issues to be solved were the hiring hall, grievance and discharge procedures, management rights to maintain product quality, and drunkenness on the job.⁸⁸ As the strike progressed, the firm used more and more workers provided by labor contractors, and finally negotiations between the union and the firm ceased. On May 10, 1973 the Teamsters struck D'Arrigo and by the end of the second day a contract had been signed.⁸⁹ Although five of the largest growers in the Valley had signed labor contracts in 1970, only one firm renewed that contract two years later.

I. UNIONS' CONFLICT NOT JURISDICTIONAL DISPUTE

As was pointed out earlier, a preliminary injunction, based on the Jurisdictional Strike Act, was issued to UFWOC September 16, 1970 for the purpose of prohibiting further picketing of farmers. Four days later the Monterey County

⁸⁸ "Union Strikes D'Arrigo Bros. in Imperial," Salinas Californian, p. 2, December 7, 1972.

⁸⁹ "Teamster Strike Ended," Monterey Peninsula Herald, p. 21, May 11, 1973.

Court upheld that injunction, and UFWOC appealed to the California State Supreme Court. More than two years later, on December 29, 1972, this court reversed the decisions of the lower courts declaring that this law (Jurisdictional Strike Act) does not apply where interference by the employer can be proven. The signing of contracts with the Teamsters in 1970 was ruled to be interference since the growers could not adequately prove that the majority of workers desired Teamster representation. Therefore, the disagreement between the two unions was not a jurisdictional dispute.⁹⁰

Encouraged with the recent ruling by the State Supreme Court, Chavez, on January 3, 1973 renewed his economic pressure to force the growers into recognizing UFW as sole bargaining agent by resuming the national lettuce boycott.

J. A CLOSING

As of this writing, there are several developments in the industry that will play a major part in shaping what is to come.

First, a Federal Trade Commission judge has ruled that United Brands must divest itself of one cooler facility and six fresh vegetable farm operations in California and Arizona. Furthermore, the firm must refrain from entering into the domestic fresh vegetable industry for 10 years.

⁹⁰ The court did not rule the contracts invalid, only that a jurisdictional dispute did not exist.

The judge felt that United Brands eliminated competition, both within the industry and for those who might want to enter the industry.⁹¹ Because this was the ruling of one judge, Inter Harvest (United Brands) is appealing by asking for a hearing by the entire commission. The final determination is expected to take about two years.

The significance of the situation is more apparent when one remembers that Inter Harvest is the sole remaining firm in Salinas with a contract with UFW. Mr. Harold Bradshaw revealed that the newly negotiated contract had no successor clause.⁹² Thus, if the FTC upholds the decision of the judge, UFW will no longer have any contracts in the Valley.

Many informed people in the Valley felt that this summer would be the time when Chavez and the Teamsters would "fight it out" for jurisdiction of field laborers. However, an unexpected turn of events have, to date, removed the pressure from this locale and focused it back in the grape industry.

As the grape contracts of 1970 began to expire, the Teamsters launched a campaign to gather as many of the 94 contracts as possible. By April 11, Chavez admitted a

⁹¹ "United Told to Quit Produce Industry," Salinas Californian, pp. 1-2, April 5, 1973.

⁹² Ibid.

breakdown in talks and threatened a "... strike, boycott, prayer, and fasting."⁹³ However, by mid-month it was reported that the Teamsters had garnered contracts covering 85 percent of Coachella Valley workers while Chavez had contracts for the remaining 15 percent.⁹⁴ This mounting tension and increased activity in the Coachella Valley has served as a safety valve for the Salinas Valley.

Only time will reveal the ultimate results in the lettuce controversy and the "new" battle for the vineyards.

⁹³ "Chavez Says 'Storm About to Hit', Salinas Californian, p. 1, April 16, 1973.

⁹⁴ "Grape Growers, Teamsters Sign," Salinas Californian, p. 1, April 16, 1973.



IV. TALKS WITH THE GROWERS

Since there is very little in print on the struggle for the lettuce contracts in 1970 or their renewal in 1972, I interviewed Mr. Andrew D'Arrigo, President, D'Arrigo Brothers Company of California; Mr. Floyd Griffin, District Manager, Freshpict Foods, Inc., and Mr. Cal Watkins, Director of Personnel and Labor Relations, Inter Harvest, Inc. The purpose of the interviews was to explore the reasons for each firm's signing with UFWOC in 1970, to determine the difficulties experienced with the contract during its life, and finally, to understand the different decisions made by each of the three firms in 1972. The following paragraphs reflect the information gleaned from those interviews.

A. D'ARRIGO BROTHERS

This firm is basically a second generation, family held company. Its assets include about 15,000 crop acres that grow 33 different crops including prickly pears, grapes, and 5,000 acres of lettuce. The company operates in both California and Arizona, and employs about 400 workers, though this varies seasonally.

1. The 1970 Contract

D'Arrigo Brothers signed its initial contract with the Teamsters in July, 1970 after the Teamsters had made a demand to represent the workers. Mr. D'Arrigo already had experience with Teamsters who represented his truck

drivers, stitchers, and other non-field labor. Moreover, he knew that they had had several years of experience in administering contracts with both Bud Antle and Mapes. A week after having signed with the Teamsters, D'Arrigo signed a contract covering the firm's grape workers with UFWOC. Although this contract stated that it was the sole labor organization representing the company's employees, D'Arrigo felt the Teamster contract was still good because it had been signed first, and it had been signed in behalf of the vegetable workers rather than the grape workers.

After having the Teamster contract for some time, the company decided to recognize Chavez and UFWOC. According to Mr. D'Arrigo, the Teamsters had shown signs of weakness on three occasions, and the company was afraid that the union would sign the contracts back. Were that to happen, the laborers in vegetables would have been subject to the grape contract. D'Arrigo felt that the grape contract was all right for the grape workers, but there were several provisions that he could not afford to have in vegetables. Therefore, he felt his only alternative was to negotiate a separate contract for vegetable workers with UFWOC. Also, at this time he believed the majority of employees desired representation by UFWOC.

D'Arrigo Brothers believed that they should negotiate from strength. Consequently, they entered negotiations concurrently with Freshpict. Due to different contractual goals, they were unable to continue, and D'Arrigo broke

off negotiations with UFWOC. About 30 days later the company and the union resolved their previous disagreements, and a contract was signed.

Mr. D'Arrigo thinks that the 1970 contract was "Distasteful but liveable." Prior to the contract the company had already been providing good food, good housing, good transportation, and a competitive wage. Moreover, Mr. D'Arrigo stated that he had an excellent safety record, as well as a good policy with regard to the use of pesticides. When asked about field sanitation, he pointed out that his company had had field sanitation for many years. Before the portable sanitary units were commercially manufactured, D'Arrigo had engineered, designed, and built their own. In D'Arrigo's view the UFWOC contract did do one thing. It forced management to make a concerted effort to deal with people on a person to person basis. Both management and supervisors had to alter their traditional approaches to the employee.

2. Problems with the Contract

Mr. D'Arrigo believes that the biggest problem encountered during the two years his employees were represented by UFWOC was the unions unwillingness to live up to the provisions of the contract. He specifically cited their failure to observe the "no strike" clause and the "grievance procedure" clause. D'Arrigo thinks that had the union lived up to these obligations, he could have lived with everything else in the contract. Instead, the

union took advantage of the short term leverage that a strike or work stoppage gave them.

As an example, Mr. D'Arrigo related an instance where the hiring hall sent out an obviously pregnant lady to work the broccoli harvest. The task involved handling 25 pound boxes in a muddy field. Fearing injury to the woman, the company desired to place her on a leave of absence. The union called an immediate work stoppage rather than following the grievance procedure. Mr. D'Arrigo pointed out that if grievance procedures are properly followed and the firm is determined to be in the wrong, then it must pay the grieving party back wages. As it stands right now the union chooses to strike on the spot.

3. Quality Loss

D'Arrigo Brothers have been engaged in produce for more than 50 years. Mr. D'Arrigo is exceptionally proud of his firm and its accomplishments. In my interview he indicated that for years his outfit had been considered one of the best nationwide. However, during the two year period of the UFWOC contract, he felt that the company fell to "one of the bottom three" as a result of the poor quality of the end product. He indicated that the workers would harvest anything, whether it was marketable or not. He further explained that this has come about because of the workers' feeling that they are insulated from management by the union, and they could not be fired by the company. On this point, Mr. D'Arrigo said, "We are not

interested in discharging people because all we're going to do is get another person. We need people. We need people to work our contract. Yet, when it does become necessary, and you do discharge, and you have a work stoppage because of it, then your quality control drifts. If you are behind and a work stoppage exists and you lose a day, you're just that much further behind.... I don't take it to arbitration because it takes so damned long to get an arbitrator and get the thing settled that I could be right, but be right 30 days down the line and then in the meantime I've lost 30 days of crop! Now who's financially responsible, UFW?"

Mr. D'Arrigo feels that part of the difficulty lies in the nature of the union itself. He does not believe that it is only a labor movement, but also a people's movement. Said Mr. D'Arrigo,

We feel that we've worked very closely with the heads of the union who have pledged complete cooperation. We've sat down and discussed our problems, and a year later you've got the same problems again.... We don't feel that there was either the interest on their part to straighten out their own people, their people in the hiring hall, their own local managers or else there is a conflict. And we honestly believe there is a conflict -- that this is more of a people's movement than it is a labor movement. And when you get the union head in a position where he has to reprimand the worker, then he's denying the people's movement portion of it.

4. Thoughts on Renewing the Contract

When his contract expired last October, Mr. D'Arrigo was willing to renegotiate his contract with UFW provided

the new contract included a "positive" no strike provision. He suggested the union's posting a bond that would be forfeited if a strike, boycott, or work stoppage occurred. This he felt, would force the use of grievance procedures. However, UFW accused him of bad faith bargaining and negotiations were broken off. D'Arrigo felt that the union was "slowly strangling the company and (it) couldn't expand. There was no way we could survive. We had to settle the problem or hit it head on regardless of the consequences."

Mr. D'Arrigo indicated he has no intention of renewing his contract with UFW. For one thing, he believes the firm has enjoyed substantially less profit during its two years with Chavez. These additional cost are not represented in increased benefits for the worker. Instead, they are costs reflected by reduced productivity, poor workmanship, reduced quality, and the loss of sales due both to poor quality and the inability to fulfill a promise to sell because of a work stoppage.

Furthermore, he no longer believes his employees desire UFW representation. Many have remained loyal to him since his break with UFW. If he went back to UFW, these people would lose their jobs because of the union's right to determine whether a worker is in "good standing."

5. The Future

At the time of the interview, D'Arrigo Brothers was a non-union employer. The only thing certain in the firm's

future is that it will not return to UFW for employee representation in vegetable crops. Mr. D'Arrigo pointed out that his contract with UFW in grapes has been well administered and he has no complaints. Furthermore, he would consider renewing the grape contract when the time comes. Whether his firm will ever be union again, D'Arrigo does not know. At the present time he is satisfied to see that both production and quality are on the rise now that he no longer has a UFW contract.

B. FRESHPICT FOODS, INC.

Mr. Floyd Griffin, District Manager of Freshpict, indicated that the firm presently has about 30,000 acres of crops. Located in California and Arizona, those crops include broccoli, artichokes, sugar beets, tomatoes, cotton, alfalfa, barley, and other grains.

Until recently, Freshpict had grown about 2,000 acres of lettuce in Monterey and San Benito Counties. As a result of high risk and an "unstable labor market," Mr. Griffin stated that Freshpict had decided to become more engaged in mechanically harvested crops, especially broccoli and sugar beets. Now for all practical purposes, his firm is out of the farming business, with the exception of some cantaloupes in Yuma County, Arizona, alfalfa, cotton, and broccoli in Yuma, Blythe, and Parker Valley, and some lettuce being raised under contract as well as contract celery in Oxnard.

1. Freshpict Sells Farms

Like Inter Harvest, Freshpict has a complaint lodged against it by the Federal Trade Commission. Mr. Griffin is confident that Freshpict's recent shift in policy and resulting divestiture of farming operations will render the pending charges of no consequence since the firm will no longer be in a competitive position. Moreover, he indicated that the company's policy change was made irrespective of the Federal Trade Commission's charges. It is Mr. Griffin's contention that firm's such as Freshpict should not be involved in farming crops such as lettuce and celery, but instead, in crops like soybeans, alfalfa, cotton, and grain. Intensive farming, that farming requiring substantial amounts of manual labor, intensive supervision, and an excellent knowledge of all facets of farming, can best be accomplished on the independent, well operated farm. Field crop operations, those conducive to mechanical harvesting (such as cotton, grains, alfalfa, etc.) and requiring massive investments in machinery can better be performed by firms such as Freshpict. Mr. Griffin explained, "We (Freshpict) can't compete with the independent farmer in raising crops (i.e., lettuce, celery). But independent farmers can't compete with us in packaging, selling, and marketing type operations." Mr. Griffin further indicated that it was as a result of this realization that the firm decided to determine what its capabilities were and where

it could do the best job. And this, in turn led to leaving the labor intensive farming business.

2. Signing the 1970 Contract

The 1970 labor contract with UFW was signed, according to Mr. Griffin, as a result of the union's threat to boycott Purex products such as Purex Bleach, Brillo, Sweetheart Soap, and AYD's. This threat of a consumer boycott led the corporate heads to agree to negotiate. He further said that he felt that the employees genuinely wanted UFW representation at that time, and that, had an election been held, Chavez would have won. He is not so sure that this is the case at present. The union requirements that members participate in such activities as picket lines, going to Sacramento, and supporting McGovern, when called on to do so, were injurious to Chavez's movement. The average worker is interested in working and supporting his family. Participating in "union business" represents a loss of wages to that worker. Moreover, Mr. Griffin pointed out that the Teamsters are now offering a package that is as good, if not better, than the UFW provisions. Employment under the Teamsters, he feels, is more stable and does not involve politics and picketing. Also, it appears that the Teamsters are going to try to do a good job of enforcing those contracts.

3. Problems Under the Contract

Mr. Griffin has no complaints with the UFW contract, and he feels that there should be no difficulty for both

sides to live up to its provisions. He further indicated that there were many problems when the contract was first in effect, and one of those problems was Freshpict's own supervisors. He stated that they did not know how to deal with people; they tended to treat their workers as numbers. In order to correct the situation, Mr. Griffin personally conducts a monthly training program to improve the attitudes of his people and to establish a better rapport between the field worker and management. Furthermore, he has gone to great lengths to eliminate bad supervisors in an effort to improve the relationship between the company and the people, and therefore, between the company and the union.

Besides pointing out the failings of the company, Mr. Griffin also suggested some difficulties experienced with the union. For example, one of his major complaints is that the UFW refuses to follow the grievance procedure. Instead, the union causes a strike or slow down until they get what they want. There were many losses due to slow downs during 1971. He also mentioned that, under the contract, the firm experienced a decrease in both quality and production. However, it is interesting to note that by 1972 he felt both quality and production were equal to that enjoyed in 1970 before the contract. This he attributes to both a training program for the workers and the training and upgrading of their supervisors. "The prime need is maturity on both union and management's part," said Mr. Griffin.

The hiring hall was cited to be another bone of contention. He stated that he had nothing against the basic idea of the hiring hall, but that the company should have the "... right to make a decision, in a reasonable length of time, to determine whether a man is qualified to do a job or not." This is not the case at present, for in the past, the hiring hall has dispatched many people who do not have the capability to do the job or who are inexperienced, and the company has had to accept them.

Mr. Griffin further explained the difficulty with the hiring hall this way:

There's one thing that I maintain is our biggest problem in our relationship with the union. I think that Cesar Chavez is a very sincere individual. I think he's dedicated to the welfare of the farm worker. I've got no arguments with him. I think his administrative structure leaves a lot to be desired. I have no objection -- in fact I admire people who are volunteer workers for him and I agree with him in fields such as typists, clerks, running around handing out hand bills, messenger boys... but there's one spot that volunteer labor will never be successful for a good relationship between the union and the company, and that's in the hiring hall. The guy that's in charge of that hiring hall has to be a professional guy that understands business. He (Cesar Chavez) picks a guy he thinks is qualified to run a hiring hall and he's usually well educated, intelligent, and understands the union's objectives very well. But he's there for a cause that's not good for the company, because he's there for a sociological cause. It's either religious or race or something... that's our biggest problem.

In addition, Mr. Griffin indicated that the hiring hall supervisor is not around long enough to develop a working relationship with management. "Since we've had our contract,

we're dealing with our seventh hiring hall supervisor in a little over $2\frac{1}{2}$ years. You can't deal that way."

4. Renewing the Labor Contract, 1972

At the present time, Freshpict does not have a labor contract with any union. Moreover, the firm is not in negotiation with any union for a labor contract. Newspaper articles often point out that Freshpict is one of the firms that signed with Chavez in 1970 and who refused contract renewal in 1972. This implied animosity between the company and UFW is false. Mr. Griffin pointed out that he is the negotiator for the company, and his only instructions are to negotiate a contract with UFW with which the company can live.

Freshpict's contract expired October 8, 1972, and, at that time, the company was already bargaining in good faith for the renewal of the contract. According to Mr. Griffin the union requested a recess on December 18, indicating that it would contact the company when they were ready to meet again. The economic package had not yet been discussed, and the firm was attempting to negotiate improvements in the contract to ease some of the previously mentioned difficulties. To date, that contract has never been finalized. Mr. Griffin feels that this is because Chavez has a great deal more about which to worry at this time. Furthermore, Chavez told Griffin that he would not be struck because Griffin had been negotiating in good faith. In the meantime, Freshpict's remaining workers,

those who have not been discharged as a result of the divestiture, continue to work under the provisions of the old contract.

5. Towards Improvement

Mr. Griffin suggests the industry is responsible for a great deal of its problems. Many of the farmers who for years fought NLRA legislation now shout the loudest for it. He stated that he disagreed with farm labor's ability to slow down, strike, and create the chaos that can be brought to bear against a perishable product. He said, "I'm personally appalled at how a farm worker is not asked what he thinks. Everyone is busy saying what they're going to do for him." As a solution, he suggests:

- (1) The farm worker be allowed to select, via a secret ballot election, the union of his choice without coercion, racism, or religious factors. Strictly a union question with no attached "cause."
- (2) After a farm worker makes that selection, there should be some form of legislation that allows a hastened grievance procedure with a judge or an arbitrator to provide an expeditious solution.

He believes that neither the farmer nor the laborer should be at the disadvantage, and that there should be machinery available to equitably solve their differences. There should not be thousands of dollars worth of crops rotting in a field because someone wants to make a point. At the same time he was quick to point out that management,



too, has responsibilities, and that farmers must be responsive to their workers' needs.

C. INTER HARVEST, INC.

This interview was conducted with Mr. Cal Watkins, Director of Personnel and Labor Relations for Inter Harvest. This firm is unique in the Valley as it is the only firm that presently has a contract with the United Farm Workers. It is additionally unique in that it is a subsidiary of United Brands, an organization that can be translated into household terms by mentioning Chiquita bananas, A & W Root Beer, Morrell Meats, and Baskin-Robbins Ice Cream shops.

1. The 1970 Contract

Mr. Watkins described Inter Harvest's eventual signing with UFW by relating that in 1970 the company first had a contract with the Teamsters for a four week period. However, he felt that there was no doubt that Inter Harvest's employees wanted UFW representation rather than Teamster representation. This certainly figured into the company's decision to negotiate with Chavez; however, an even greater influence was the pressure brought to bear against United Brands, especially back East. According to Mr. Watkins, it had been the philosophy of United Fruit that if their employees wanted to be represented, the company would deal with whoever the employees wanted. It is the company's policy not to "fight" the organization of labor; instead,

it merely presents the facts and complies with the decision that results from the secret ballot election. This philosophy and policy have been developed as a result of 20 years experience with the AFL-CIO organized labor on United Brand's plantation in Central America, according to Mr. Watkins. Thus it was a combination of farm workers' desires, threat of national boycott of United Brands, and company policy that led to the firm's signing with Chavez in 1970.

2. Problems with the Contract

Mr. Watkins stated that there was no question that the union felt no obligation to keep the crews working. Work stoppages were the greatest problem. He further indicated that both quality and productivity decreased with the advent of the contract. He stated that he could not attach a specific value to losses due to poor quality, but estimated annual losses to be between \$500,000 and \$1,000,000. This, he said, was especially true in lettuce. As far as productivity is concerned, although he admits it dropped, he believes that that is a common effect that occurs anytime an industry is organized. He said that when a firm becomes organized, management loses control of the people.

The basic contract was liveable, he said, but the first year was very difficult. The second year saw many improvements, and he believes that since the contract had been renewed, the union was doing much better. He attributes this to the fact that the union is still getting its feet

on the ground and, thus, is less experienced than established unions. Inter Harvest, too, has had difficulty with the union's failure to observe the grievance procedures. Mr. Watkins has improved this somewhat by attempting to deal with someone from the UFW headquarters in Keene, California rather than going through the hiring hall. He notes that one of the union's main difficulties is the lack of sufficient capable people to handle union affairs.

3. Renewing the Labor Contract

The company in 1972 was essentially of the same mind as it had been two years before. When renewal time arrived on August 31, a new contract had not been signed. The workers went on strike for two weeks; and, according to Mr. Watkins, the company renegotiated the contract because of three reasons: United Brands was unwilling to face a boycott; the company felt a sincere desire on the part of the employees to be represented by the UFW; and Inter Harvest did not feel that the Teamsters were truly interested in organizing farm labor. As a result, once the language of the contract and the economic package were agreed upon, Inter Harvest signed a new contract for a period of three years.⁹⁵

⁹⁵ This interview is less detailed than the preceding two. There are two reasons for this. First, Mr. Watkins declined to allow me the use of a taperecorder, thereby inhibiting my detailed retrieval of many facets of the conversation. Secondly, I feel that Mr. Watkins may have been hesitant to explain in depth some of the facts surrounding Inter Harvest's signing in 1970 and 1972. The company is bound by the contract to "speak no ill" of the union. I do not suggest that there is anything negative to say about the union; only that Mr. Watkins was insuring that our interview did not cause trouble for the firm.

SUMMARY

This thesis has been an attempt to make available to the average citizen a better understanding of the background behind the lettuce controversy in the Salinas Valley from mid-1970 to early 1973. It has described several of the attempts to organize farm labor over the years, and pointed out that Cesar Chavez has endured longer than any of his predecessors. Furthermore, it has shown that the Teamsters have discovered that organizing farm labor is not only economically feasible, but also practical.

Another accomplishment of this thesis has been to acquaint the reader with some of the history of labor law, what that law has provided industrial workers, management, and unions, and some of the inequities that occur as a result of agricultural labors' exemption from the law.

Finally, this thesis has specifically addressed the questions of why D'Arrigo Bros., Inter Harvest, and Fresh-pict signed contracts with the United Farm Workers Organizing Committee in 1970, what difficulties these firms encountered while subject to those contracts, and why each firm pursued its particular course of action in 1972 when the contracts were due for renewal.

This thesis certainly does not reflect all of the information and experiences gained by the author during the past year. However, a thesis topic is understandably



narrow. Hopefully each reader will enjoy and benefit from it as much as the author did during the lengthy collection process. Whether one agrees with the comments, implications, or inferences of this thesis is irrelevant. The important thing is to be willing to listen, consider the facts, and to learn. A better informed citizen is a better citizen.



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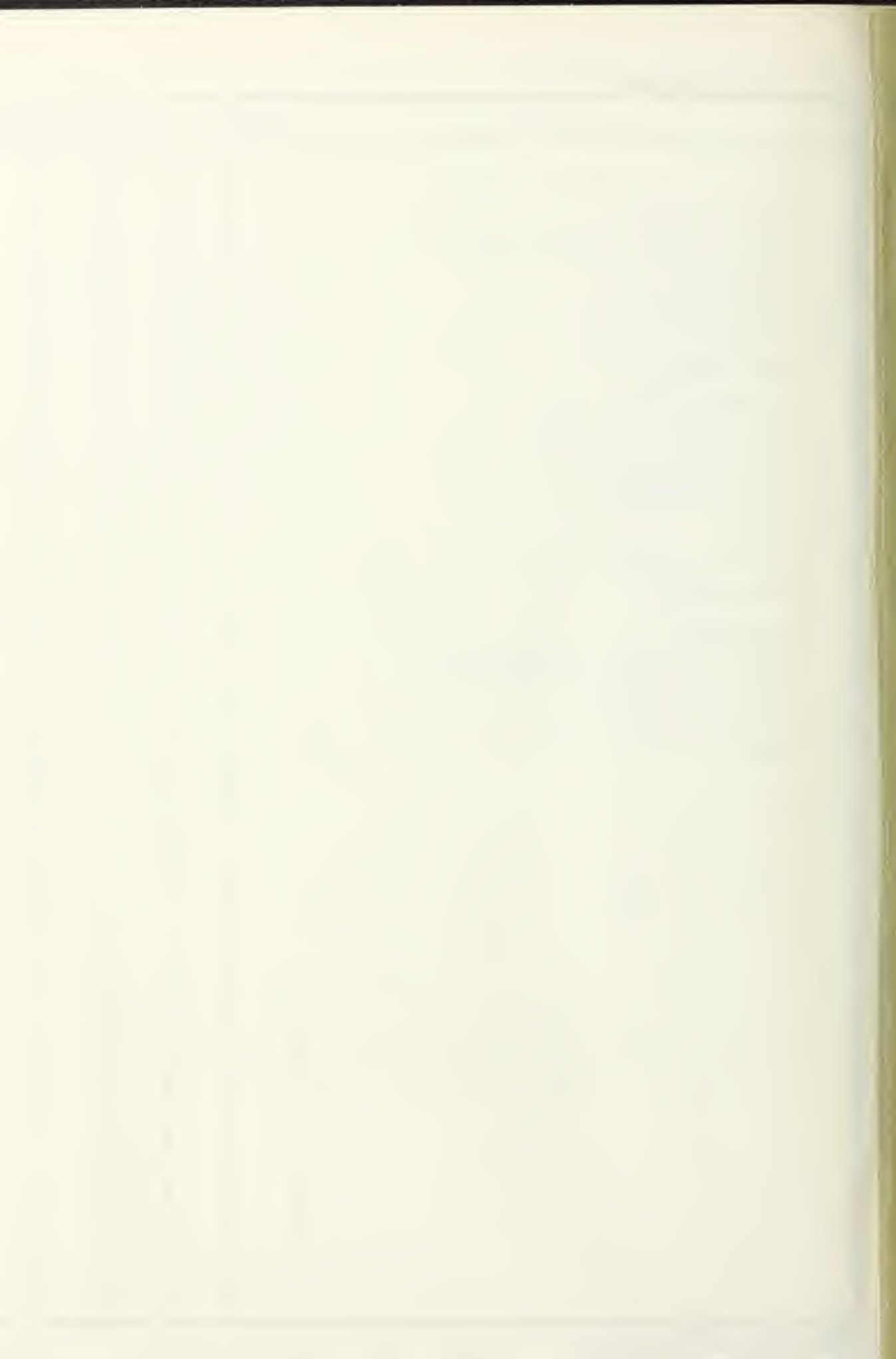
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14. KEY WORDS	LINK A		LINK B		LINK C	
	ROLE	WT	ROLE	WT	ROLE	WT
Cesar Chavez						
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Freshpict Foods, Inc.						
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Purex						
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Labor Law						
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